



First National Bank
P.O. Box 291 Jackson, Mississippi 39205-0291

LEGAL DEPARTMENT
T. HARRIS COLLIER, III
VICE PRESIDENT
MURRAY B. FINCHER
ASSISTANT VICE PRESIDENT
601/354-5088

3-118A124

No.

Date **APR 28 1983**

Fee \$ 50.00

April 25, 1983

ICC Washington, D. C.

Interstate Commerce Commission
12th and Constitution Avenue, N.W.
Washington, D.C. 20423

ATTN: Mrs. Mildred Lee
Room 2303

Dear Mrs. Lee:

Enclosed is the original and a certified copy of the Security Agreement covering four (4) locomotives which we hold as collateral on a loan to Columbus and Greenville Railway Company.

The address of Columbus and Greenville Railway Company is P. O. Box 6000, Columbus, Mississippi 39701. The address of First National Bank is P. O. Box 291, Jackson, Mississippi 39205.

Also enclosed is our check for \$50.00 to cover filing fees. Please file the Security Agreement and return the original to me with the indication of its filing data.

If you have any questions, please call me.

Sincerely,

T. Harris Collier, III
Vice President

THC/tlg

Enc.

P. S. A copy of the description is contained in the Security Agreement.

RECEIVED
APR 28 2 46 PM '83
I.C.C.
FEE OPERATION BR.

14006
RECORDATION NO. Filed 1425
APR 28 1983 - 2 51 PM
INTERSTATE COMMERCE COMMISSION

Interstate Commerce Commission
Washington, D.C. 20423

4/28/83

OFFICE OF THE SECRETARY

T. Harris Collier, III
Vice President
First Natl. Bank
P.O.Box 291
Jackson, Mississippi 39205-0291

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 4/28/83 at 2:55pm, and assigned re-recording number(s). 14006

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

I hereby certify that this is a true and correct copy of that certain Security Agreement dated April 22, 1983, by and between Columbus and Greenville Railway Company and the First National Bank of Jackson, Mississippi.

14006
F. 22-24000 F. 2 Filed 1425
APR 28 1983 - 2 12 PM
INTERSTATE COMMERCE COMMISSION

SECURITY AGREEMENT

Tina L. Ginn
Tina Ginn
Notary Public
My Commission Expires February 16, 1987

Columbus and Greenville Railway Company,
(Name)

P. O. Box 6000 Columbus Lowndes Mississippi,
(Street Address) (City) (County) (State)

(hereinafter called "Debtor") a Corporation, said
(Corporation-Partnership-Individual)

address being Debtor's Place of Business, hereby grants to
(Place of Business-Residence)

First National Bank of Jackson, 248 E. Capitol Street, Jackson, Mississippi

(hereinafter called "Bank") a purchase money security interest in the following goods:

See Exhibit "A" attached hereto.

together with all equipment, parts, accessories, attachments and replacements thereto, and all other goods of the same class whether now owned or hereafter acquired by Debtor, and the proceeds thereof (hereinafter collectively "Collateral"), to secure (1) payment of a note dated April 25, 1983 executed and delivered by Debtor to Bank in the sum of \$90,000.00, payable as to principal and interest as therein provided, and any renewals or extensions thereof; (2) further advances to be evidenced by like note or notes which may be made by Bank to Debtor, and any renewals or extensions thereof; (3) all other liabilities (primary, secondary, direct, contingent, sole, joint or several) due or to become due or which may be hereafter contracted or acquired, of each Debtor (including each Debtor and any other person) to Bank; and (4) performance by Debtor of the agreements hereinafter set forth.

DEBTOR REPRESENTS, WARRANTS AND AGREES AS FOLLOWS:

1. The Collateral will be used by Debtor primarily in business.
2. Debtor agrees to pay Bank: (a) the sums evidenced by all promissory notes executed pursuant to this agreement in accordance with the terms of this agreement and of the notes; (b) all sums, including reasonable attorney's fees and legal expenses, paid or incurred by Bank in pursuing any of its rights and remedies or in remedying any default pursuant to this agreement, together with interest thereon at the rate stipulated in the note or notes from the date the same shall have been paid; and (c) at Bank's option, the entire unpaid indebtedness to Bank, whether created or incurred pursuant to this agreement or otherwise, upon Debtor's default or if Bank deems itself insecure.
3. Debtor will promptly notify Bank, in writing, of any new place or places of business.
4. Debtor is the owner of the Collateral free and clear of all liens and security interests, or the Collateral is being acquired by Debtor with the proceeds of the

note described above and Bank is authorized to disburse the proceeds of said loan directly to the seller of the Collateral as shown on Bank's records. Debtor will defend the Collateral against the claims and demands of all persons.

5. Unless Debtor has represented above that the Collateral is attached or will be attached to realty as a fixture and the real property is described herein, Debtor will not allow the Collateral to be attached to real estate in such manner as to become a fixture or a part of any real estate. Neither will Debtor allow the Collateral to become an accession to other goods without the Bank's approval.

6. Debtor will pay the Bank all amounts secured hereby as and when the same shall be due and payable, whether at maturity, by acceleration or otherwise, or when Bank deems itself insecure for any reason, and will perform all terms of said indebtedness and this or any other security or loan agreement between Debtor and Bank, and will discharge all said liabilities.

7. Debtor will at all times keep the Collateral insured against all insurable hazards in amounts equal to the full cash value of the Collateral. Such insurance shall be in such companies as may be acceptable to Bank, with provisions satisfactory to Bank for payment of all losses thereunder to Bank as its interest may appear, and, if required, to deposit the policies with Bank. Any money received by Bank under said policies may be applied to the payment of any indebtedness secured hereby, whether or not due and payable, or at Bank's option may be delivered by Bank to Debtor for the purpose of repairing or restoring the Collateral. Debtor assigns to Bank all right to receive proceeds of insurance not exceeding the amounts secured hereby, directs any insurer to pay all proceeds directly to Bank, and Bank is appointed Debtor's Attorney in Fact to endorse any draft or check made payable to Debtor in order to collect the benefits of such insurance. If Debtor fails to keep the Collateral insured as required by Bank, Bank shall have the right to obtain such insurance at Debtor's expense and add the cost thereof to the other amounts secured hereby.

8. Debtor will keep the Collateral in good condition and repair and will pay and discharge all taxes, levies and other impositions levied thereon as well as the cost of repairs or maintenance of same, and will not permit anything to be done that may impair the value of any of the Collateral. If Debtor fails to pay such sums, Bank may do so for Debtor's account and add the amount thereof to the other amounts secured hereby.

9. Debtor will pay all costs of filing financing, continuation, termination statements, and other filing fees with respect to the security interest created hereby and Bank is authorized to do all things which it deems necessary to perfect and continue perfected the security interest created hereby and to protect the Collateral.

10. Debtor will not permit any of the Collateral to be removed from the location specified herein, except for temporary periods in the normal and customary use thereof, without the prior written consent of Bank, and will permit Bank to inspect the Collateral at any time.

11. Debtor will not sell, exchange, lease or otherwise dispose of any of the Collateral without the prior written consent of Bank; permit any liens or security interests to attach to any of the Collateral except that created by this agreement; permit any of the Collateral to be levied upon under any legal process; or permit anything to be done that may impair the security intended to be afforded by this agreement. The inclusion of proceeds in this agreement does not authorize Debtor to sell, or dispose of or otherwise use the Collateral in any manner not specifically authorized by the agreement.

12. Debtor shall be in default under this agreement: (a) when he has made any misstatement in connection with or has failed to pay or perform any of his obligations, agreements or affirmations under this or any other security agreement with Bank; (b) when any event occurs which results in acceleration of the maturity of the indebtedness of Debtor under any agreement with any person; (c) upon the death, dissolution, termination of existence or business failure of Debtor, or the appointment of a receiver for any part of the property of, assignment for the benefit of

creditors by, or the commencement of any proceeding in bankruptcy or insolvency by or against, Debtor or any surety for Debtor; or (d) when Bank in good faith deems itself insecure and its prospect of payment impaired.

Until default in any of the terms hereof, or the terms of any indebtedness secured hereby, or until Bank deems itself insecure, Debtor shall be entitled to possession of the Collateral and to use the same in any lawful manner, provided that such use does not cause excessive wear and tear to the Collateral, cause it to decline in value at an excessive rate, or violate the terms of any policy of insurance thereon.

UPON DEFAULT, all sums secured hereby shall immediately become due and payable at Bank's option without notice to Debtor, and Bank may proceed to enforce payment of same and to exercise any or all rights and remedies provided by the Uniform Commercial Code of Mississippi or other applicable law, as well as all other rights and remedies possessed by Bank, all of which shall be cumulative. Whenever Debtor is in default hereunder, and upon demand by Bank, Debtor shall assemble the Collateral and make it available to Bank at a place reasonably convenient to Bank and Debtor. Any notice of sale, lease or other intended disposition of the Collateral by Bank sent to Debtor at the address specified above, or at such other address of Debtor as may be shown on Bank's records, at least five (5) days prior to such action, shall constitute reasonable notice to Debtor.

Bank may waive any default before or after the same has been declared without impairing its right to declare a subsequent default hereunder, this right being a continuing one.

In the event of Debtor's default or insolvency, any moneys or other property at any time in the possession of Bank belonging to any of the parties liable hereon to Bank, and any deposits, balance of deposits or other sums at any time credited by or due from said Bank to any of said parties, may at all times, at the option of Bank, be held and treated as collateral security for the payment of notes, executed pursuant to this agreement, whether due or not due, or any other liability of the said parties, and Bank may at any time, at its option, set off the amount due or to become due hereon against any claim of any of said parties against Bank.

If any provision of this agreement is held invalid, such invalidity shall not affect the validity or enforceability of the remaining provisions of this agreement.

This agreement shall inure to the benefit of Bank's successors and assigns and shall bind Debtor's heirs, representatives, successors and assigns. If there be more than one Debtor, their obligations hereunder shall be joint or several.

IN WITNESS WHEREOF, this agreement has been executed this 22ND day of April, 1983.

First National Bank of Jackson
(Bank)

By Tish Hughes
Tish Hughes, Vice President

Columbus and Greenville Railway Company
(Debtor)

By Sam Y. Wilhite
Sam Y. Wilhite
Chairman of the Board, President, and
Chief Executive Officer

H. Lynn Colson
Vice President

STATE OF MISSISSIPPI

COUNTY OF LOWNDES

This day personally appeared before me, the undersigned authority in and for the State and County aforesaid, Sam Y. Wilhite, Chairman of Board, President, and Chief Executive Officer, (Title)

respectively of Debtor, the above named Columbus and Greenville Railway Company a corporation - a partnership - an unincorporated association, who acknowledged that for and on its behalf, he signed, sealed and delivered the foregoing Security Agreement on the day and year therein mentioned as its act and deed, being first duly authorized so to do.

Given under my hand and official seal of office, this the 22nd day of April, 19 83.

My Commission expires 11-17-83

Mona H. Dale
Notary Public

STATE OF MISSISSIPPI

COUNTY OF _____

This day personally appeared before me, the undersigned authority in and for the State and County aforesaid, Tish Hughes, Vice President

(Title)

respectively of Debtor, the above named First National Bank of Jackson, Miss., a corporation - a partnership - an unincorporated association, who acknowledged that for and on its behalf, he signed, sealed and delivered the foregoing Security Agreement on the day and year therein mentioned as its act and deed, being first duly authorized so to do.

Given under my hand and official seal of office, this the 22nd day of April, 19 83.

My Commission expires 2/19/85

Cheryl Lynne Smith
Notary Public

EXHIBIT "A"

Four (4) locomotives described as follows:

1. Unit 6246, GP-9, 1750 HP, 126 TON EMD LOCOMOTIVE, Serial # 20586, Engine Type 567D1, Engine Serial # 60E21, Main Generator Type D-12, Main Generator Serial # 3949, together with all attachments thereon.
2. Unit 6247, GP-9, 1750 HP, 127 TON EMD LOCOMOTIVE, Serial # 20587, Engine Type 567C, Engine Serial # 57D7862, Main Generator Type D-12, Main Generator Serial # 2101, together with all attachments thereon.
3. Unit 6248, GP-9, 1750 HP, 127 TON EMD LOCOMOTIVE, Serial # 20588, Engine Type 567C, Engine Serial # 55G26, Main Generator Type D-12, Main Generator Serial # G 626, together with all attachments thereon.
4. Unit 6256, GP-9, 1750 HP, 127 TON EMD LOCOMOTIVE, Serial # 20590, Engine Type 567C, Engine Serial # 65K37011, Main Generator Type D-12, Main Generator Serial # 5K81, together with all attachments thereon.